

BILL NO. S-73-02-01

SPECIAL ORDINANCE NO. S- 0-12-73

AN ORDINANCE approving Board of Public Works Resolution to purchase real estate from the Ohio Plate Glass Company.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Resolution of the Board of Public Works, adopted December 21, 1972, to purchase real estate from the Ohio Plate Glass Company, said property being Lots 172, 173, 174, 175 and 205, Lewis Addition, commonly known as 415-419 East Wallace and 440 and 444 East Wallace, for the price of \$75,000.00, all as more particularly set forth in proposal to purchase which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, is in all things hereby ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Dmga  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,  
W. B. G.  
CITY ATTORNEY

Read the first time in full and on motion by Henger, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and to the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8/13/73

Charles W. Winterman  
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Stier, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES <u>7</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>2</u> to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
KRAUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date: 2-27-73

Charles W. Winterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. D-12-73 on the 27th day of February, 1973.

ATTEST:  
Charles W. Winterman  
CITY CLERK

(SEAL)  
W. H. Winkler  
PRESIDENT OFFICER

*acting city comptroller*  
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of February, 1973, at the hour of 1:30 o'clock A M., E.S.T.

Charles W. Winterman  
CITY CLERK

Approved and signed by me this 5th day of March, 1973, at the hour of 4:30 o'clock P M., E.S.T.

Don A. DeBenedictis  
MAYOR

Bill No. S-73-02-01

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving Board of Public Works Resolution to  
<sup>to</sup>  
purchase real estate from the Ohio Plate Glass  
Company

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nickols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga  
John Nickols  
James S. Stier  
Samuel J. Talarico  
Paul M. Burns

DATE 2-27-73 CONCURRED IN  
CHARLES W. WESTEDMAN, CITY CLERK

3322 n. washington rd. fort wayne, indiana 432-2482

RONALD E. GETTEL

appraiser / consultant

January 8, 1973

Mr. R. C. Heymann, Jr., President  
Ohio Plate Glass Company  
305 Morris Street  
Toledo, Ohio

Dear Mr. Heymann:

At your request, I have personally inspected and made an appraisal of the fee simple title to the property identified and briefly described below:

Parcel No. 1: Lots 172, 173, 174 and 175 Lewis Addition. 415-19 East Wallace Street. Inside lot along north side of East Wallace.  $200' \times 150' = 30,000$  square feet. 12' unpaved alley R/W along west, and 14' unpaved alley R/W along north. Zoned M-1 (Light Industry). All public utilities.

Old 1- and 2-story masonry structure housing office and warehouse areas. Good partial concrete basement. Supported concrete floor over basement. Rest on slab. Mostly masonry (brick and tile) walls. Mostly frame, built-up roof on steel beams. Office areas air conditioned. 2500# freight elevator serves first floor and basement. 3 toilets. Oil boiler, converted to gas in 1965, and radiators. Hot water drawn from boiler. Truck wells at rear. Crane and boom at northwest corner. Metal lean-to added to east end about 10 years ago, heated by gas blowers. Good condition considering age but extensive functional obsolescence due to multi-level design and economic obsolescence due to location. Crushed stone parking at east end of lot. See accompanying photos and plat. Gross building areas estimated as follows:

Basement	5,000 sq. ft.
First Floor	20,650 sq. ft.
Second Floor	2,000 sq. ft.

Parcel No. 2: Lot 205 Lewis Addition. 440 and 444 East Wallace. Vacant inside lot on south side of East Wallace. Zoned R-3.  $50' \times 150' = 7,500$  square feet. All public utilities. Not paved or topped with crushed stone. Pictured in accompanying photo and plat.

The location of these two parcels in an older warehouse-light industrial-service-residential area near the center of Fort Wayne, two blocks south of the main line of the Pennsylvania Railroad and several blocks south of the downtown area is indicated on an accompanying location map. The life stage of this neighborhood is gradual disintegration. A sizeable redevelopment project (several hundred parcels in the Hanna-Creighton Project) is just two blocks east of the subject parcels.

The present use of the subject property (office - warehouse) appears consistent with both the present zoning and this property's highest and best use.

Real estate tax assessments are as follows:

	Land	Improvements	Totals
Parcel No. 1	\$5,330.	\$19,400.	\$24,730.
Parcel No. 2	660.	0.	660.
Totals	<u>\$5,990.</u>	<u>\$19,400.</u>	<u>\$25,390.</u>

At the present rate, the annual real estate tax burden is approximately  $(\$25,390./\$100. \times \$12.14)$  \$3,082.35. The rate proposed for 1972 taxes payable in 1973 is \$11.51 per \$100. of assessed valuation.

The purpose of this appraisal was to estimate the market value of the subject property as of a current date. Market value may be defined as the most likely dollar amount a property will bring if a reasonable time is allowed to find a purchaser, if both seller and buyer are fully informed, and if there are no abnormal influences.

In the course of his work, the appraiser gave at least passing consideration to all three approaches to value, namely, the cost approach, the income approach and the market data approach. However, no significant weight was given to the indication of value by the cost approach because of the heavy accrued depreciation in this case which tends to be reflected more directly in the other two approaches. Primary reliance was placed on the market data approach in which the appraiser analyzed and compared data on recent arms-length transactions involving generally comparable properties. The income approach to value provided a useful check. In order to furnish this preliminary report quickly, at the client's request, the appraiser has omitted details of the supportive information which could be furnished for the value estimate set out below at the client's request.

Subject to limiting conditions set out as Exhibit E in the Addenda, I have estimated the market value of this property, as of January 6, 1973 at . . .

Eighty Thousand Dollars (\$80,000.)

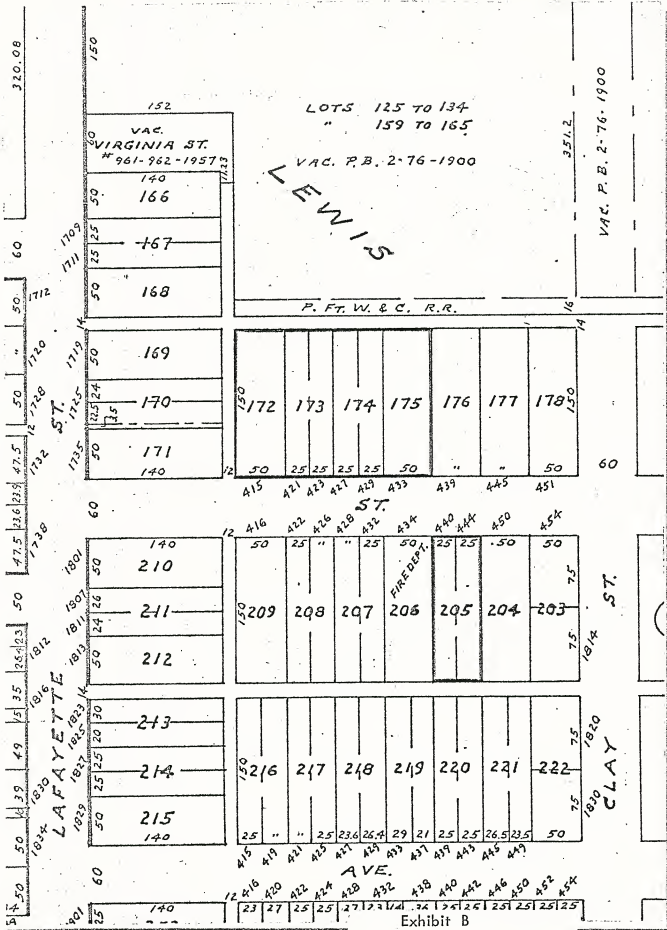
If I may be of additional service, please advise.

Very truly yours,

  
Ronald E. Gettel, M.A.I.

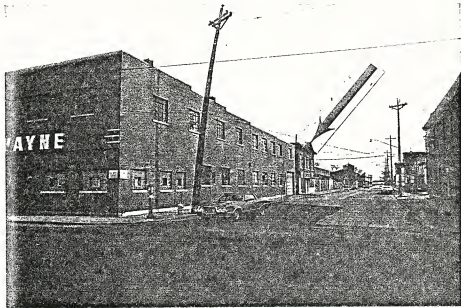








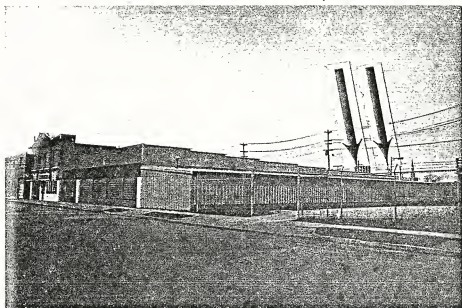
Photographs taken by appraiser on 1/6/73.



From a point in the intersection with prominent, heavily-traveled Lafayette, this view looks east along East Wallace toward the subject parcel. At the point of the red arrow may be seen subject Parcel No. 1, a 200' x 150' inside lot improved with an old 1- and 2-story office-warehouse structure pictured in more detail in the next two photos. Across the street from it, and blocked from view by the old 2-story structures, lies subject Parcel No. 2, a vacant inside 50' x 150' lot. The large 2-story, masonry structure at left, a former potato chip plant, is one of several neighborhood properties acquired in recent years by the City of Fort Wayne.



Photo of 200' frontage of Parcel No. 1 along the north side of East Wallace Street. Note 10' alley R/W along west side, partial second floor over office area, metal lean-to addition on east end of structure, and parking area at the east end of this 200' x 150' lot.



Another photo of Parcel No. 1, this one showing the parking area and metal addition in more detail. The proximity to prime commercial real estate in the downtown area is indicated by the most prominent office buildings ( Fort Wayne Bank Building and the Lincoln Tower ) at the points of the arrows, approximately 3/4 of a mile NW of the subject.



On the opposite (south) side of East Wallace lies Parcel No. 2, a 50' x 150' inside lot acquired for possible expansion of parking but used in the interim as a playground for neighborhood children. Two old dwellings which stood here were razed. Immediately west of ( just this side of) this parcel is former Engine House Number 2, used in recent years for storage of City maintenance vehicles and now used as neighborhood YMCA.

### CERTIFICATION

The undersigned appraiser hereby certifies that:

1. He has no personal interest, present or contemplated, in the property described herein.
2. Neither his employment to make this appraisal nor his compensation is contingent on the value estimate.
3. He has personally inspected the property.
4. According to his belief and knowledge, all statements and information in this report are true and correct, subject to the limitations set out in this report.



Ronald E. Gettel, M.A.I.  
C.R.E., S.R.P.A., A.S.A.

## ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

1. No responsibility is assumed by the appraiser for legal matters. It is assumed that the title to the property is marketable.
2. No responsibility for precise measurements or other matters of survey is assumed. Any sketches in this report were prepared to assist the client in visualizing this property and the area.
3. Information furnished by others to the appraiser in the course of his investigation is believed to be reliable, but the appraiser assumes no responsibility for its accuracy.
4. The right to the use of this report is limited solely to the client named in this report, and no right to expert testimony or publication is involved without special arrangements with the appraiser. All literary rights are reserved; and the appraiser reserves the right to use portions of this report for demonstration or classroom purposes, provided any strictly confidential facts are deleted or changed.

## QUALIFICATIONS OF THE APPRAISER

### Business Associations and Experience

Nature of Work	Full time independent real estate appraiser and consultant.
Scope	Recent work in 35 cities in 7 states. Market analysis and feasibility studies. Several hundred total and partial takings. Air rights, and surface easements. Economic rent and re-use studies. Appearance as expert witness, condemnation trials.
Clients	Agencies on all levels of government ( Examples: General Services Administration, Indiana State Highway Department, Indiana Attorney General, and redevelopment departments of several cities ), private businesses ( Examples: Gulf, Shell, Ford, A & P, New York Central ), courts, trusts, and individuals.
Former Work	Senior appraiser and commercial mortgage loan manager of an Indiana mortgage banking firm for nine years.

### Professional Memberships and Activities

M.A.I.	Member, American Institute of Real Estate Appraisers. 1966, 1970 Director; 1969 President of A.I.R.E.A.'s Indiana Chapter.
S.R.A.	Senior member, Society of Real Estate Appraisers. 1964 President and 1967-69 Director of S.R.E.A.'s Chapter 22. 1970 Vice Governor.
A.S.A.	Senior member, American Society of Appraisers.
Realtor	Member, Fort Wayne Board of Realtors, Indiana Real Estate Association, National Association of Real Estate Boards, International Real Estate Federation.

### Educational Work

College	B.S. in Business Administration from Indiana University's School of Business.
Appraisal Courses	A.I.R.E.A.'s Real Estate Appraisal II ( Urban Properties ) and IV ( Condemnation Appraisal Practice and Court Testimony ) and others.
Seminars	For S.R.E.A.'s faculty in 1964 and 1966 in Chicago.
Teaching	Taught real estate and appraisal courses including S.R.E.A. courses, co-sponsored by Purdue University, in 1964 ( Principles and Techniques ) and in 1967 ( Appraising Apartments ).
Writing	Wrote and illustrated a half-hour program, "ABC's of the Income Approach," for the S.R.E.A.'s film library.

AGREEMENT TO PURCHASE REAL ESTATE

Date: \_\_\_\_\_

To: OHIO PLATE GLASS COMPANY, (hereinafter referred to as Seller);

Buyer hereby agrees to purchase from Seller for the sum of Seventy-Five Thousand Dollars (\$75,000.00), the real estate in Allen County, Indiana, commonly known as 415-19 East Wallace Street and 440 and 444 East Wallace Street, Fort Wayne, Indiana, the legal description of which is:

Lots 172, 173, 174, 175 and 205 in Lewis Addition to the City of Fort Wayne, Allen County, Indiana.

Buyer will pay said sum of Seventy-Five Thousand Dollars (\$75,000.00) for said property upon the following terms: Five Thousand Dollars (\$5,000.00) upon the execution of this Agreement to Purchase. The balance of said purchase price being Seventy Thousand Dollars (\$70,000.00) upon possession of said improvements, but in no event later than July 1, 1973.

This Agreement to Purchase is made subject to the following terms and conditions:

1. Taxes upon said real estate shall be prorated as of the date of closing. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which on the date of closing are constructed or installed on or about the real estate or are serving the real estate.

2. Seller will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the Warranty Deed, Seller will furnish, at its expense, a properly prepared Abstract of Title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing



a marketable title in Seller. Buyer shall have said abstract examined by its attorney and will submit a legal opinion thereon without unreasonable delay. Seller will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.

4. This transaction shall be closed as soon as title to the real estate meets necessary legal requirements and Buyer obtains the necessary financing, if any, as hereinabove provided. At closing, Buyer shall make payment of the purchase price as provided hereinabove, and Seller shall deliver to Buyer a properly prepared and executed general Warranty Deed, conveying the real estate and all improvements thereon in the same condition as they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the real estate and all improvements thereon until the delivery of the general Warranty Deed. In the event the real estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.

5. Possession of said real estate shall be delivered to Buyer on or before July 1, 1973. Rents, if any, shall be prorated as of the date of closing. Insurance shall be cancelled as of the date of closing. Seller will pay all charges for utility services furnished said premises until the date of possession is surrendered to Buyer.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades,

venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, and fences, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time Buyer accepts title to said real estate, unless otherwise specified and agreed to by Buyer.


7. If this Agreement to Purchase is accepted by Seller, it shall be an agreement binding and inuring to the benefit of both Seller and Buyer, their successors and personal representatives.

8. Buyer hereby deposits with Seller's agent, N. B. Knapke Company, Inc., the sum of Five Thousand Dollars (\$5,000.00), to be used as earnest money in this transaction. All earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by Seller on or before the 15th day of January, 1973, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to Buyer without delay. If this Agreement to Purchase is accepted by Seller and Buyer fails to complete this purchase as agreed, Buyer's earnest money shall be forfeited to Seller as liquidated damages which shall be Seller's sole remedy at law or in equity.

9. This Agreement to Purchase real estate is subject to the approval of the Common Council, City of Fort Wayne.

Buyer: CITY OF FORT WAYNE

  
Jerry D. Boswell, Chairman

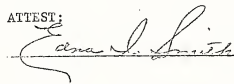
  
Ronald L. Bonar

  
William G. Williams

MEMBERS OF BOARD OF WORKS

  
Ivan A. Lebamoff, MAYOR

ATTEST:



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Original is approved by John Logan

The undersigned, Owner/Seller of the property described in the above Agreement to Purchase, hereby accepts said offer and agrees to abide by the terms and conditions thereof, and also agrees to pay said real estate agent a commission of \$ \_\_\_\_\_, which sum shall be deducted from the first payment made to Seller. Seller also authorizes said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Seller: OHIO PLATE GLASS COMPANY, INC.

By \_\_\_\_\_  
R. C. Heymann, Jr., President

N. B. Knapke Company, Inc., Agent for the Owner/Seller of the property herein described, hereby acknowledges receipt of earnest money deposit in the sum of Five Thousand Dollars (\$5,000.00), made by the above Buyer, to be held by said agent in escrow according to the terms of the above Agreement to Purchase.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Agent: N. B. KNAPKE COMPANY, INC.

By \_\_\_\_\_

DIGEST SHEETTITLE OF ORDINANCE Special OrdinanceDEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE The City is desirous of purchasing the properties of the  
Ohio Plate Glass Company at 415-19 East Wallace and 440 and 444 East Wallace for the  
sum of \$75,000. The City has been purchasing properties in the area of Wallace and  
Lafayette for the purpose of housing in one area many of the departments of the City  
and Utilities.

Attached are copies of Agreement to Purchase, and Appraisal for the Council's  
consideration.

EFFECT OF PASSAGE Provide City additional buildings and space in one area.

EFFECT OF NON-PASSAGE Possibility of sale to someone else, causing City  
to pay more at a future date.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$75,000 to be paid by  
City Utilities

ASSIGNED TO COMMITTEE (J.N.) Finance

# ORDINANCE CHECK-OFF SHEET

## INFORMATION REGARDING ORDINANCE

## CONTENTS OF ORDINANCE

BILL NO.	0-73-02-01
ORDINANCE NO.	
X REGULAR SESSION	2-13-73
SPECIAL SESSION	<i>Killed</i>
APPROVED AS TO FORM AND LEGALITY	<i>Killed</i>
BILL WRITTEN BY	<i>Ed. of Public Works</i>
DATE INTRODUCED	2-13-73
REFERRED TO SAID STANDING COMMITTEE	<i>Hinga</i> <i>Finance</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
X PASS	2-27-73
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

X	COMMITTEE SHEET
X	VOTE SHEET
	PURCHASE ORDERS
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	<i>Ronald Little - Oppression -</i> COMMUNICATIONS FROM
	ZONING MAPS
	<i>agreement to Purchase</i> <i>Rene Estate</i> ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

*Deputy Clerk*

## COUNCILMAN'S VOTE

2

	AYES	NAYS	ABSENT
BURNS	X		
HINGA			X
KRAUS			X
MOSES	X		
NUCKOLS	X		
D. SCHMIDT	X		
V. SCHMIDT	X		
STIER	X		
TALARICO	X		

COMMENTS: